

p3 8/02/05 8:19:58  
p2 BK 109 PG 689  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

7/15/05 2:17:45  
BK 2,260 PG 223  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**AMENDMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES  
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING  
AND ASSIGNMENT OF LEASES AND RENTS**

WHEREAS, by Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated as of January 8, 2004, Tellus Seven-I, LLC, as Grantor conveyed to Anne Fortenberry Corso, as Trustee for the benefit of General Electric Capital Corporation, Beneficiary, certain property containing 4.144 acres, more or less, situated in Section 13, Township 1 South, Range 8 West, City of Southaven, Mississippi, said instrument being recorded in Real Estate Trust Deed Book 1905, Page 255, in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, concurrent therewith Tellus Seven-I, LLC, granted to General Electric Capital Corporation an Assignment of Rents and Leases covering said 4.144 acre parcel, said instrument being recorded in Power of Attorney, Contract & Lease Book 101, Page 484, in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, both instruments were granted as security for the indebtedness in the principal sum of \$1,087,000.00; and

WHEREAS, the legal description for the properties contained in both of the above described instruments erroneously less and excepted a 25 foot ingress and egress easement; and

WHEREAS, it is the express intent and purpose of this instrument to correct the legal by deleting the description of the ingress and egress easement whereby the Deed of Trust and Assignment shall encumber the 4.144 acre parcel without the reserved easement.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties hereto and other good and valuable considerations, flowing to each party the legal to both the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and the Assignment of Leases and Rents above described are hereby amended to read as follows:

Commencing at the intersection of the west line of U. S. Highway I-55 and the commonly accepted Mississippi-Tennessee State Line being an old 1" pipe found; thence South 11°12'45" West, a distance of 404.46 feet to the POINT OF BEGINNING; thence South 11°12'45" West along the west line of said highway a distance of 4.56 feet; thence South 2°38'02" West along said west line, a distance of 338.65 feet; thence South 7°26'37" West along said west line, a distance of 9.57 feet; thence North 84°07'10" West, a distance of 116.69 feet to a ¾" rebar found being the northeast corner of Edmondson Cemetery; thence North 87°43'25" West along the north line of said cemetery, a distance of 412.26 feet to a steel post found being the northeast corner of said cemetery; thence North 1°23'25" East along the east line of Southview Commercial Park, Lot 2, a

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distance of 342.15 feet to the south line of Southview Commercial Park, Second Revision of the First Addition, Lot 3a; thence South 70°15'14" East along said south line, a distance of 39.21 feet; thence South 89°26'28" East along said south line, a distance of 137.53 feet to a 1/2" rebar found being the southwest corner of the Tellus Two, LLC tract; thence South 89°26'28" East along said south line, a distance of 362.99 feet to the POINT OF BEGINNING; said described tract containing 4.144 acres, more or less.

**INDEXING INSTRUCTIONS: Being part of the Southwest Quarter of Section 13, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi.**

In all other respects the lien instruments are unaffected by this amendment and the provisions contained therein remain in full force and affect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized, empowered and requested to make the appropriate marginal notation of this amendment on the face of the both lien instruments.

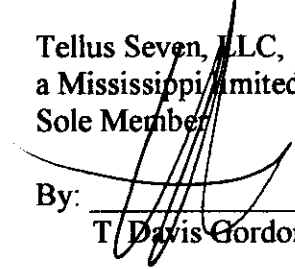
General Electric Capital Corporation, Beneficiary of the Deed of Trust and Assignee under the Assignment hereby join in this instrument consenting to the amendment contained in this instrument.

WITNESS our signatures this the 21<sup>st</sup> day of June, 2005.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

TELLUS SEVEN-I, LLC,  
a Mississippi limited liability company

BY: Tellus Seven, LLC,  
a Mississippi limited liability company  
Its: Sole Member

By:   
T. Davis Gordon, Member

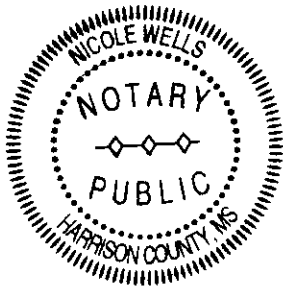
STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State on this 21<sup>st</sup> day of June, 2004, within my jurisdiction, the within named T. Davis Gordon, who acknowledged that he is a Member of Tellus Seven, LLC, a Mississippi limited liability company, the Sole Member of TELLUS SEVEN-I, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said limited liability company so to do.

Nicole Wells  
Notary Public

(SEAL)



NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Nov 24, 2006

CONSENT

BK 109 PG 693

LaSalle Bank National Association, as Trustee under that certain Pooling and Servicing Agreement ("PSA") dated as of April 1, 2004 for Certificateholders of GE Commercial Mortgage Corporation Commercial Mortgage Pass-Through Certificates, Series 2004-C2 ("Noteholder"), is the beneficiary of a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Deed of Trust") and Assignment of Leases and Rents ("Assignment of Leases and Rents") given by Tellus Seven-I, LLC, a Mississippi limited liability company ("Tellus"), which encumbers the real property (the "Property") referenced in the foregoing Amendment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents (the "Amendment"), and is the holder of a Promissory Note made by Tellus in favor of General Electric Capital Corporation, a Delaware corporation, predecessor-in-interest to Noteholder, which is secured by the Deed of Trust and Assignment of Lease and Rents, and, as such beneficiary and holder, joins in the execution of this Amendment for the sole purpose of consenting to the Amendment in order to correct the legal description contained therein. Except as expressly stated herein, nothing contained herein shall be deemed to modify or amend the terms of the Deed of Trust and Assignment of Leases and Rents, and the Deed of Trust and Assignment of Leases and Rents shall remain in full force and effect without change.

**NOTEHOLDER:**

LASALLE BANK NATIONAL ASSOCIATION, as Trustee under that certain Pooling and Servicing Agreement (the "PSA") dated as of April 1, 2004 for Certificateholders of GE Commercial Mortgage Corporation Commercial Mortgage Pass-Through Certificates, Series 2004-C2

By: GEMSA Loan Services, L.P., as Primary Servicer under the PSA

By:

Name: PAT MCENTEE

Title: DIRECTOR, PORTFOLIO MANAGEMENT

STATE OF TEXAS

§  
§  
§

SS

COUNTY OF HARRIS

MANAGEMENT  
Personally appeared before me, the undersigned authority in and for the said County and State on this 30TH day of JUNE, 2005, within my jurisdiction, the within named PAT MCENTEE, who acknowledged that he is DIRECTOR, PORTFOLIO of GEMSA Loan Services, L.P., Primary Servicer under the PSA (hereinafter defined) for LaSalle Bank National Association, as Trustee under that certain Pooling and Servicing Agreement (the "PSA") dated as of April 1, 2004 for Certificateholders of GE Commercial Mortgage Corporation Commercial Mortgage Pass-Through Certificates, Series 2004-C2, and that for and on behalf of the said LaSalle Bank National Association, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said GEMSA Loan Services, L.P., so to do.

Notary Public

My Commission Expires:

4/25/2009  
[Affix Notarial Seal]

